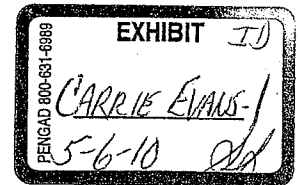


EXHIBIT

#29



EISENREICH
BAYONNE MEDICAL CENTER

DEPOSITION
CARRIE EVANS

MAY 6, 2010

EXHIBITS 1 THRU 19

ONE OF TWO

Fred R. Gruen, Esq.
GRUEN & GOLDSTEIN
1150 W. Chestnut Street
Union, New Jersey 07083
(908) 687-2030

Exhibit Carrie Evans

#23

From: Evans, Carrie [CFleishell@bayonnemedicalcenter.org]
Sent: Wednesday, March 08, 2006 4:37 PM
To: Avery Eisenreich
Subject: Non binding pledge confirmation

Hello my dear,

My auditors are looking for the signed pledge to close my audit ...
Has it been returned ?

Call - I hope you are well.

Carrie

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Exhibit Carrie Evans

#24

From: Evans, Carrie [CFleishell@bayonnemedicalcenter.org]
Sent: Thursday, March 09, 2006 10:34 AM
To: Avery Eisenreich
Subject: RE: Non binding pledge confirmation

Thanks Avery

-----Original Message-----

From: Avery Eisenreich [mailto:averye@omnihsnj.com]
Sent: Wednesday, March 08, 2006 10:13 PM
To: Evans, Carrie
Subject: Re: Non binding pledge confirmation

I will have my c.f.o. look into it

-----Original Message-----

From: Evans, Carrie <CFleishell@bayonnemedicalcenter.org>
To: Avery Eisenreich <averye@omnihsnj.com>
Sent: Wed Mar 08 16:37:28 2006
Subject: Non binding pledge confirmation

Hello my dear,

My auditors are looking for the signed pledge to close my audit ...
Has it been returned ?

Call - I hope you are well.

Carrie

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Exhibit Carrie Evans

#25

From: Evans, Carrie [CFleishell@bayonnemedicalcenter.org]
Sent: Wednesday, March 15, 2006 12:37 PM
To: Avery Eisenreich

Avery

I received a call from Withum Smith and Brown. - we are held up because they have not received the non binding pledge confirmation. This is causing me some problems.

Please call me if you can.

Thanks
Carrie

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EXHIBIT

#30

EISENREICH
BAYONNE MEDICAL CENTER

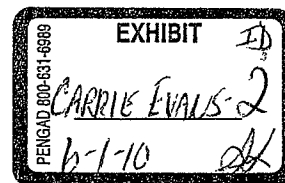
DEPOSITION
CARRIE EVANS

MAY 6, 2010

EXHIBITS 20 THRU 39

TWO OF TWO

Fred R. Gruen, Esq.
GRUEN & GOLDSTEIN
1150 W. Chestnut Street
Union, New Jersey 07083
(908) 687-2030



Exhibit

Carrie Evans

#25

From: Evans, Carrie [CFleishell@bayonnemedicalcenter.org]
Sent: Wednesday, March 15, 2006 12:37 PM
To: Avery Eisenreich

Avery

I received a call from Withum Smith and Brown. - we are held up because they have not received the non binding pledge confirmation. This is causing me some problems.

Please call me if you can.

Thanks
Carrie

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EXHIBIT

#31

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CASE NO. 07-15195 (MS)
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

Debtor, :

BAYONNE MEDICAL CENTER, :

Debtor and :

Debtor-in-Possession; and :

ALLEN D. WILEN, in his :

capacity as Liquidating :

Trustee and Estate :

Representative for the Estate :

of Debtor, Bayonne Medical :

Center, :

DEPOSITION OF:

CAROLINE EVANS

VOLUME I

(Pages 1-229)

Plaintiff, :

-vs- :

BAYONNE/OMNI DEVELOPMENT, :

L.L.C., a New Jersey limited :

liability company; et al., :

Defendants. :

B E F O R E:

SHARON B. STOPPIELLO, a Certified Court
Reporter and Notary Public of the State of New
Jersey, at the offices of CONNELL FOLEY, L.L.P., 85
Livingston Avenue, Roseland, New Jersey, on
THURSDAY, MAY 6, 2010, commencing at 10:09 a.m.,
pursuant to Notice.

DepoLink
Court Reporting & Litigation Support Services
Phone (973) 353-9880 Fax (973) 353-9445
www.depolinklegal.com

1 MR. SAMSON: You can answer.

2 A. It was communicated to me through
3 Marvin and also Rob. I had conversations with Rob,
4 he said, "We're going to sell it to Avery."

5 Q. "Marvin" being Marvin Apsel?

6 A. Yes.

7 Q. "Rob" being Rob Evans?

8 A. Yes.

9 Q. Rob Evans is your husband?

10 A. Now he is, yes.

11 Q. And were they the exclusive source of
12 your knowledge as of June 12 that BMC had decided to
13 sell to Avery for \$2,000,000?

14 MR. FALANGA: Object to the form.

15 A. No. Paul Mohrle, the FO at the time,
16 knew.

17 Q. What did he tell you?

18 A. That that was what we were going to
19 sell the Bell building for.

20 Q. Anybody else?

21 A. I don't think so. No, I can't
22 remember anybody else.

23 Q. The next entry is "40,000 square feet
24 to us to lease."

25 A. Uh-huh.

1 Q. Can you tell me what that means?

2 A. That was the amount of space that was
3 being discussed, what we were going to lease back.

4 Q. By "we," you mean BMC?

5 A. Correct, and what we were going to
6 move into the entity that would be the nursing home
7 building.

8 Q. That was to be part of the deal?

9 A. Yes.

10 Q. And "\$35 lease per square foot," what
11 did that mean?

12 A. We discussed it, but I didn't agree
13 with it, Mr. Gruen.

14 Q. First tell me about the discussion
15 part and then you can tell me about the decision
16 part.

17 A. That's where Avery said we should
18 lease it. That was where he came up to, he said,
19 that was his price.

20 Q. Had that been agreed upon by BMC, so
21 far as you knew it, as of June 12th or was that just
22 in the discussion stages?

23 MR. FALANGA: Object to the form.

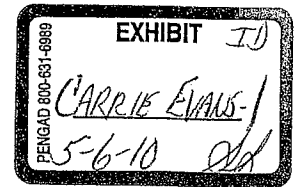
24 A. That was in the discussion.

25 Q. You can answer the question.

EXHIBIT
#32
[NO DOCUMENT]

EXHIBIT

#33



EISENREICH
BAYONNE MEDICAL CENTER

DEPOSITION
CARRIE EVANS

MAY 6, 2010

EXHIBITS 1 THRU 19

ONE OF TWO

Fred R. Gruen, Esq.
GRUEN & GOLDSTEIN
1150 W. Chestnut Street
Union, New Jersey 07083
(908) 687-2030

Exhibit Carrie Evans

#6

Connie Tauber

From: Evans, Carrie [CEvans@bayonnemedicalcenter.org]
Sent: Monday, June 12, 2006 10:17 AM
To: Avery Eisenreich
Subject: Follow Up

A brief summary of what we discussed:

Limited Land Use
2.0 Million sale price
40,000 square feet to us - to lease
\$35.00 lease per square foot

We build out the space- from the frame work We close TCU
9 Latchkey beds back to you?

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of the individual or entity to whom they are addressed. If you have received this email in
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BMC v Omni
0048

EXHIBIT

#34

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CASE NO. 07-15195 (MS)
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

Debtor, :

ORIGINAL

BAYONNE MEDICAL CENTER, :

Debtor and :

Debtor-in-Possession; and :

ALLEN D. WILEN, in his :

capacity as Liquidating :

Trustee and Estate :

Representative for the Estate :

of Debtor, Bayonne Medical :

Center, :

DEPOSITION OF:

ROBERT H. EVANS :

VOLUME I

(Pages 1-236)

Plaintiff, :

-vs-

BAYONNE/OMNI DEVELOPMENT, :

L.L.C., a New Jersey limited :

liability company; et al., :

Defendants. :

B E F O R E:

SHARON B. STOPPIELLO, a Certified Court
Reporter and Notary Public of the State of New
Jersey, at the offices of GREENBAUM, ROWE, SMITH &
DAVIS, L.L.P., 75 Livingston Avenue, Roseland, New
Jersey, on MONDAY, JUNE 21, 2010, commencing at 9:19
a.m., pursuant to Notice.

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Court Reporting & Litigation Support Services

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1 benefit to the skilled nursing facility, Omni,
2 Incorporated, in this, and why shouldn't we, Bayonne
3 Medical Center, also benefit as time went on.

4 Q. And did you anticipate at that time
5 that there would be a long-term relationship with
6 Omni?

7 A. We did. We did. Specifically
8 someone mentioned, I'm not sure who it was, but
9 someone mentioned that one of the concerns that we
10 had about the entire transaction, if we had a
11 concern, was in paying our lease fees over the first
12 couple of years of the go life of the deal.

13 Q. "Lease fees" meaning the leaseback?

14 MR. FALANGA: Object to the form.

15 A. Leaseback.

16 Q. Go ahead.

17 A. This would be a way perhaps to defray
18 some of those costs. And someone else had said, you
19 know, it's not uncommon for landlords to give
20 lessees three, five, seven, ten years free rent or
21 reduced rent, why couldn't we do that. That was the
22 thinking. Whether it was right or wrong, who knows.

23 Q. At some point did someone approach
24 Omni or Avery to make a pledge?

25 A. Yes. And the person was Marv Apsel,

EXHIBIT

#35

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CASE NO. 07-15195 (MS)
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

Debtor, :

ORIGINAL

BAYONNE MEDICAL CENTER, :

Debtor and :

Debtor-in-Possession; and :

ALLEN D. WILEN, in his :

capacity as Liquidating :

Trustee and Estate :

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DEPOSITION OF:

ROBERT H. EVANS :

VOLUME I

(Pages 1-236)

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1 Q. Did you have any conversation with
2 Omni at any time up to that same date, August 23,
3 2006, with respect to the leaseback of space by BMC
4 in the building to be built by Omni?

5 MR. FALANGA: Object to the form.

6 A. I personally don't recall having any
7 conversations with Omni.

8 Q. Did anyone report to you or
9 communicate with you during that period, which is to
10 say at any time before August 23, '06, with respect
11 to conversations that they had had with Omni
12 relating to a limitation of the use of the land that
13 Omni was to purchase from BMC?

14 MR. FALANGA: Object to the form of
15 the question.

16 A. I don't recall anything about limited
17 land use.

18 Q. The same question about the
19 40,000 square feet to us, did anyone report to you
20 or talk to you before August 23, '06 about
21 40,000 square feet being leased back by BMC from
22 Omni in the building to be built?

23 MR. FALANGA: Object to the form.

24 A. This was discussed regularly. From
25 the beginning conversation about building the

1 skilled nursing facility, there was space
2 contemplated on approximately two floors, which came
3 to be 40,000 square feet based on the design. There
4 was discussion of what the market rents would be,
5 which we were pretty certain of, because there
6 wasn't a lot of space in Bayonne, so the range was
7 somewhat limited. So the \$35 a square foot was
8 discussed.

9 Q. And "We build out the space from the
10 framework. We close TCU." Did anyone talk to you
11 before August 23, '06, about BMC building out the
12 space from the framework in connection with the sale
13 to Omni and/or the leaseback of space by BMC?

14 MR. FALANGA: Object to the form.

15 A. Yes. The understanding was that the
16 space would come rough, and that the medical center
17 would build it out for its own use. That's how I
18 interpret that.

19 Q. Open, again, to Tab 2. I just want
20 you to look again at Pages 4 and 5 under the heading
21 "Skilled Nursing Facility."

22 MR. FALANGA: You're talking about
23 the board minutes of June 8th?

24 MR. GRUEN: Yes.

25 Q. Have you had a chance to do that?

EXHIBIT

#36

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CASE NO. 07-15195 (MS)
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

Debtor, :

ORIGINAL

BAYONNE MEDICAL CENTER, :

Debtor and :

Debtor-in-Possession; and :

ALLEN D. WILEN, in his :

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DEPOSITION OF:

ROBERT H. EVANS :

VOLUME I

(Pages 1-236)

Plaintiff, :

-vs-

BAYONNE/OMNI DEVELOPMENT, :

L.L.C., a New Jersey limited :

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1 benefit to the skilled nursing facility, Omni,
2 Incorporated, in this, and why shouldn't we, Bayonne
3 Medical Center, also benefit as time went on.

4 Q. And did you anticipate at that time
5 that there would be a long-term relationship with
6 Omni?

7 A. We did. We did. Specifically
8 someone mentioned, I'm not sure who it was, but
9 someone mentioned that one of the concerns that we
10 had about the entire transaction, if we had a
11 concern, was in paying our lease fees over the first
12 couple of years of the go life of the deal.

13 Q. "Lease fees" meaning the leaseback?

14 MR. FALANGA: Object to the form.

15 A. Leaseback.

16 Q. Go ahead.

17 A. This would be a way perhaps to defray
18 some of those costs. And someone else had said, you
19 know, it's not uncommon for landlords to give
20 lessees three, five, seven, ten years free rent or
21 reduced rent, why couldn't we do that. That was the
22 thinking. Whether it was right or wrong, who knows.

23 Q. At some point did someone approach
24 Omni or Avery to make a pledge?

25 A. Yes. And the person was Marv Apsel,

EXHIBIT

#37

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CASE NO. 07-15195(MS)
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

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BAYONNE MEDICAL CENTER, :
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of Debtor, Bayonne Medical :
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Plaintiff, :

-vs- :

BAYONNE/OMNI DEVELOPMENT, :
L.L.C., a New Jersey limited :
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ORIGINAL

DEPOSITION OF:

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VOLUME I
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1 skilled nursing facility, there was space
2 contemplated on approximately two floors, which came
3 to be 40,000 square feet based on the design. There
4 was discussion of what the market rents would be,
5 which we were pretty certain of, because there
6 wasn't a lot of space in Bayonne, so the range was
7 somewhat limited. So the \$35 a square foot was
8 discussed.

9 Q. And "We build out the space from the
10 framework. We close TCU." Did anyone talk to you
11 before August 23, '06, about BMC building out the
12 space from the framework in connection with the sale.
13 to Omni and/or the leaseback of space by BMC?

14 MR. FALANGA: Object to the form.

15 A. Yes. The understanding was that the
16 space would come rough, and that the medical center
17 would build it out for its own use. That's how I
18 interpret that.

19 Q. Open, again, to Tab 2. I just want
20 you to look again at Pages 4 and 5 under the heading
21 "Skilled Nursing Facility."

22 MR. FALANGA: You're talking about
23 the board minutes of June 8th?

24 MR. GRUEN: Yes.

25 Q. Have you had a chance to do that?

EXHIBIT

#38

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CASE NO. 07-15195 (MS)
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

Debtor, :

ORIGINAL

BAYONNE MEDICAL CENTER, :

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Trustee and Estate :

Representative for the Estate :

of Debtor, Bayonne Medical :

Center, :

DEPOSITION OF:

ROBERT H. EVANS :

VOLUME I

(Pages 1-236)

Plaintiff, :

-vs-

BAYONNE/OMNI DEVELOPMENT, :

L.L.C., a New Jersey limited :

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Defendants. :

B E F O R E:

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1 everything in this case.

2 MR. GRUEN: Right, I believe these
3 volumes have been produced to everybody else in just
4 this form.

5 MS. KIERKUT: In this form?

6 MR. GRUEN: I hope so, that's what I
7 asked to be done. If not, you're going to tell me,
8 I'm sure.

9 Q. Without guessing, but estimating is
10 okay, can you?

11 A. I believe this looks like Heather
12 Aaron's handwriting.

13 Q. Was it determined at some point
14 before October 14, 2005 that \$5,000,000 was the
15 amount that needed to be sought as a pledge from the
16 Omni entity?

17 MR. FALANGA: Object to the form.

18 A. Was it determined?

19 Q. Before October 14, 2005 that
20 5,000,000 was going to be the number?

21 A. Yes.

22 Q. How was that determined?

23 A. How was that determined? I don't
24 recall the exact deliberations. But there were
25 conversations around the fact that we, Bayonne

1 Medical Center, would be -- one of the conversations
2 was about we, Bayonne Medical Center, would be
3 incurring costs to leaseback this space in the
4 medical office building section of the nursing home.
5 The pledge would be a way to offset some of those
6 costs.

7 Q. Was it determined that \$5,000,000 was
8 the amount that you would need to offset those
9 costs?

10 MR. FALANGA: Object to the form.

11 A. Again, I don't recall the exact
12 calculation or deliberations because I was not in
13 them, but at a high level, yes, there was some type
14 of understanding in terms of there would be
15 additional costs to the medical center for renting
16 the space back, and certainly the pledge would be
17 able to offset some of those. I never calculated
18 out what the exact amount was.

19 Q. At some point before October 14, 2005
20 did the group that was working on fashioning the
21 pledge determine that the pledge would be paid over
22 five years?

23 MS. KIERKUT: Objection to the form.

24 A. I never recall any conversation about
25 either the length of time that the pledge would be